APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish TWTC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **AM-WI** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **AM-WI**. TWTC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **AM-WI**'s network. **AM-WI** has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 The prices at which **AM-WI** agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.5 **AM-WI** has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.

2. TERMS AND CONDITIONS

2.1 **AM-WI** and TWTC may agree to connect TWTC's facilities with **AM-WI**'s network at any technically feasible point for access to UNEs for the provision by TWTC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 **AM-WI** will provide TWTC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows TWTC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding **AM-WI**'s network facilities to enable TWTC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair TWTC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows TWTC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **AM-WI** provides such elements to itself (47 CFR Section 51.313(b)).

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).

2.3 As provided for herein, **AM-WI** will permit TWTC exclusive use of an unbundled network facility for a period of time, and when TWTC is purchasing access to a feature, function, or capability of a facility, **AM-WI** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **AM-WI** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AM-WI** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to TWTC under the provisions of this Appendix shall remain the property of **AM-WI**.

2.8 **AM-WI** will not connect to or combine UNE's with any non-251 (c)(3) or other **AM-WI** service offerings with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **AM-WI** may elect at its own discretion. **AM-WI** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **AM-WI** shall not be required to provide UNEs. However, TWTC may request and, to the extent required by law, **AM-WI** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

2.9.2 Subject to the terms herein, **AM-WI** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **AM-WI** is not otherwise responsible for the Telecommunications Services provided by TWTC through the use of those UNEs.

2.9.3 Where UNEs provided to TWTC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **AM-WI** for future provisioning needs, unless such UNE is disconnected in error. TWTC agrees to relinquish control of any such UNE concurrent with the disconnection of TWTC's End User's service.

2.9.4 TWTC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **AM-WI** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 TWTC's use of any **AM-WI** UNE, or of its own equipment or facilities in conjunction with any **AM-WI** network element, will not materially interfere with or impair service over any facilities of **AM-WI**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **AM-WI** may discontinue or refuse service if TWTC violates this provision, provided that

such termination of service will be limited to TWTC's use of the UNE(s) causing the violation.

2.9.6 When a **AM-WI** provided tariffed or resold service is replaced by TWTC's facility based service using any **AM-WI** provided UNE(s), TWTC shall issue appropriate service requests, to both disconnect the existing service and connect new service to TWTC's End User. These requests will be processed by **AM-WI**, and TWTC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **AM-WI** provided UNEs is converted to a different CLEC's service which also uses any **AM-WI** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **AM-WI** and TWTC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 TWTC shall connect equipment and facilities that are compatible with the **AM-WI** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with **AM-WI** access services or other **AM-WI** tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **AM-WI** Technical Publications or other written descriptions, if any, as changed from time to time by **AM-WI** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **AM-WI** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, TWTC orders for unbundled network elements from that switch shall be suspended for a period

of three days prior and one day after the conversion date, consistent with the suspension **AM-WI** places on itself for orders from its End Users.

2.10.4 TWTC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **AM-WI**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **AM-WI** agrees to provide TWTC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **AM-WI** makes these methods available. These methods provide TWTC access to multiple **AM-WI** UNEs which TWTC may then combine. The methods listed below provide TWTC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, TWTC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **AM-WI** Central Office.

3.1.1.1 (Method 1)

AM-WI will extend **AM-WI** UNEs requiring cross connection to TWTC's Physical Collocation Point of Termination (POT) when TWTC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AM-WI will extend **AM-WI** UNEs that require cross connection to TWTC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AM-WI will extend **AM-WI** UNEs to the TWTC's UNE frame that is located outside the **AM-WI** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **AM-WI** on **AM-WI** property.

3.2 The following terms and conditions apply to all methods when **AM-WI** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **AM-WI** will provide a written reply notifying TWTC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **AM-WI** Central Office space and equipment.

3.2.3 TWTC may cancel the request at any time, but will pay **AM-WI**'s reasonable and demonstrable costs for modifying **AM-WI**'s Central Office up to the date of cancellation.

3.2.4 TWTC may elect to access **AM-WI**'s UNEs through Physical Collocation arrangements.

3.2.5 TWTC shall be responsible for initial testing and trouble sectionalization of facilities containing TWTC installed cross connects.

3.2.6 TWTC shall refer trouble sectionalized in the **AM-WI** UNE to **AM-WI**.

3.2.7 Prior to **AM-WI** providing access to UNEs under this Appendix, TWTC and **AM-WI** shall provide each other with a point of contact for overall coordination.

3.2.8 TWTC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by TWTC to connect to **AM-WI**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 TWTC shall be responsible for TWTC's personnel observing **AM-WI**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **AM-WI** for any reasonable and lawful reason requests TWTC to discontinue furnishing any person provided by TWTC for performing

work on **AM-WI**'s premises, TWTC shall immediately comply with such request. Such person shall leave **AM-WI**'s premises promptly, and TWTC shall not furnish such person again to perform work on **AM-WI**'s premises without **AM-WI**'s consent.

3.2.11 TWTC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **AM-WI** premises and/or facilities. **AM-WI** identification cards will be issued for any TWTC employees who are designated by TWTC as meeting the necessary requirements for access. Entry to **AM-WI** premises will be granted only to TWTC employees with such identification.

3.2.12 TWTC shall designate each Unbundled Network Element being ordered from **AM-WI**. TWTC shall provide an interface to receive assignment information from **AM-WI** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **AM-WI** will provide TWTC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **AM-WI** shall be referred to such contact numbers.

3.2.14 The TWTC shall provide its own administrative Telecommunication Service at each facility and all materials needed by TWTC at the work site. The use of cellular telephones is not permitted in **AM-WI** equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **AM-WI** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **AM-WI** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **AM-WI** will ensure that the first TWTC obtaining Access to UNEs in an **AM-WI** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **AM-WI** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **AM-WI** for other construction and preparation work performed in the building.

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5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in this Section 5 applies to each Bona Fide Request submitted to **AM-WI.** For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by **AM-WI**.

5.2 **Bona Fide Request Process**

5.2.1 A Bona Fide Request (**"BFR"**) is the process by which TWTC may request **AM-WI** to provide TWTC access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by **AM-WI** under the Act but is not available under this Agreement or defined in a generic appendix at the time of TWTC's request.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook or (ii) TCNet.ameritech.com, if one of the Parties is **AM-WI**. Included with the Application TWTC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 TWTC is responsible for all costs incurred by **AM-WI** to review, analyze and process a BFR. When submitting a BFR Application Form, TWTC has two options to compensate **AM-WI** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover**, AM-WI,** preliminary evaluation costs, in which case **AM-WI** may not charge TWTC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case TWTC shall be responsible for all preliminary evaluation costs incurred by **AM-WI,** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If TWTC submits a $ 2,000 deposit with its BFR, and **AM-WI** is not able to process the Request or determines that the Request does not qualify for BFR

treatment, then **AM-WI**will return the $2,000 deposit to TWTC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of TWTC, either be refunded or credited toward additional developmental costs authorized by TWTC.

5.2.6 Upon written notice, TWTC may cancel a BFR at any time, but will pay **AM-WI** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AM-WI** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by TWTC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of TWTC either returned to TWTC or credited toward additional developmental costs authorized by TWTC.

5.2.7 **AM-WI** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **AM-WI,** will acknowledge receipt of the BFR and in such acknowledgement advice TWTC of the need for any further information needed to process the Request. TWTC acknowledges that the time intervals set forth in this Appendix begins once **AM-WI,** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **AM-WI** will provide to TWTC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **AM-WI** will offer the Request to TWTC or (ii) advise TWTC that **AM-WI** will not offer the Request. If **AM-WI** indicates it will not offer the Request **AM-WI** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **AM-WI** under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 If the Preliminary Analysis indicates that **AM-WI** will offer the Request, TWTC may, at its discretion, provide written authorization for **AM-WI** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. TWTC's written authorization to develop the BFR Quote must be received by **AM-WI** within thirty (30) calendar days of TWTC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and TWTC will pay to **AM-WI** all demonstrable costs as set forth above. Any request by TWTC for **AM-WI** to proceed with a

Request received after the thirty (30) calendar day window will require TWTC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **AM-WI** shall provide to TWTC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, TWTC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **AM-WI** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the General Terms and Conditions. If **AM-WI** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. TWTC shall be responsible to reimburse **AM-WI** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by TWTC).

5.2.12 Unless TWTC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Agreement.

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6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **AM-WI**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC

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rules, **AM-WI** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. TWTC access to the NID is offered as specified below.

6.2 **AM-WI** will permit TWTC to connect its local loop facilities to End Users' premises wiring through **AM-WI**'s NID, or at any other technically feasible point.

6.3 TWTC may connect to the End User's premises wiring through the **AM-WI** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by TWTC will be performed by **AM-WI** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **AM-WI**, at the request of TWTC, will disconnect the **AM-WI** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, TWTC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **AM-WI**'s NID where necessary.

6.5 The **AM-WI** NIDs that TWTC uses under this Appendix will be existing NIDs installed by **AM-WI** to serve its End Users.

6.6 TWTC shall not attach to or disconnect **AM-WI**'s ground. TWTC shall not cut or disconnect **AM-WI**'s loop from the NID and/or its protector. TWTC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an **AM-WI** Central Office and the loop demarcation point at an End User premise. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **AM-WI**. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **AM-WI** wire centers. TWTC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If TWTC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **AM-WI** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to TWTC. If, however, no spare unbundled loop is available, **AM-WI** will within two (2) business days, excluding weekends and holidays, of TWTC's request, notify TWTC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **AM-WI** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the

certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **AM-WI**'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **AM-WI** will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **AM-WI's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **AM-WI**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and TWTC to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and TWTCs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **AM-WI** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Subloops are not available for combination by **AM-WI** with any Unbundled Network Elements or service.

8.5 Subloops are provided "as is" unless TWTC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 TWTC may request access to the following twisted-pair copper subloop segments:

FROM:	TO:

1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if TWTC requests an Interconnection Point which has not been identified, TWTC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 TWTC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to TWTC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **AM-WI** switch/testing equipment will be lost.

8.12.2 TWTC shall isolate trouble to the SBC Subloop portion of TWTC's service before reporting trouble to **AM-WI**.

8.12.3 **AM-WI** shall charge TWTC a Maintenance of Service Charge (MSC) when TWTC dispatches SBC on a trouble report and the fault is determined to be in TWTC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **AM-WI** is received, TWTC may place a LSR for subloops at this location. Prices at which **AM-WI** agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where TWTC has a SAA, **AM-WI** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should TWTC cabling require replacement, **AM-WI** will provide prompt notification to TWTC for TWTC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, TWTC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **AM-WI** subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, **AM-WI** will provide to TWTC within 30 days a written estimate for the actual construction, labor,

materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When TWTC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

8.13.7 TWTC will be responsible for obtaining rights of way from owners of property where **AM-WI** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, TWTC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both TWTC and **AM-WI** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of TWTC submitting to **AM-WI** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **AM-WI** will not begin any construction under the SCA until TWTC has provided proof that it has obtained necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **AM-WI** will proceed with construction of the SAA upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

8.13.10 Upon completion of the construction activity, TWTC will be allowed to test the installation with an **AM-WI** technician. If TWTC desires test access to the SAA, TWTC should place its own test point in its cable prior to cable entry into **AM-WI**'s interconnection point.

8.13.11 A non-binding TWTC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **AM-WI** to properly engineer access to each SAI and to ensure **AM-WI** does not provide more available terminations than TWTC expects to use.

8.13.12 In order to maximize the availability of terminations for TWTC, TWTC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. TWTC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused TWTC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at TWTC expense.

8.13.14 In the event TWTC elects to discontinue use of an existing SAA, or abandons such arrangement, TWTC shall pay **AM-WI** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

8.14.1.1 TWTC cable to be terminated in a **AM-WI** SAI/FDI, or Terminal , shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. TWTC's Aerial cables should be aircore.

8.14.1.2 TWTC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **AM-WI** will terminate on available binding posts in the SAI/FDI or Terminal.

8.14.1.3 TWTC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **AM-WI** will splice to TWTC cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **AM-WI** may choose to increase capacity of the SAI/FDI by the method of it's choice, for which TWTC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing TWTC to terminate it's cable at the SAI/FDI.

8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, **AM-WI** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate TWTC facilities for which TWTC will be charged.

8.15 Relocation of Existing **AM-WI**/TWTC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

8.15.1 **AM-WI** shall notify CLEC of pending relocation as soon as SBC receives such notice.

8.15.2 CLEC shall notify **AM-WI** of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

8.15.3 **AM-WI** shall then provide TWTC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with TWTC and **AM-WI** engineer.

8.15.4 TWTC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of **AM-WI**'s estimate.

8.15.5 Upon acceptance of the **AM-WI** estimate, TWTC shall pay at least 50% of the relocation costs at the same time as they notify **AM-WI** of their acceptance of estimate costs.

8.15.6 Should TWTC decide not to continue the SAA, TWTC will notify SBC as to the date that **AM-WI** may remove TWTC's facilities from that SAA. TWTC will pay **AM-WI** for all costs associated with the removal of TWTC's SAA.

8.15.7 In the event that TWTC does not respond to **AM-WI** in time to have their facilities relocated, **AM-WI** shall move TWTC facilities and submit a bill for payment to TWTC for the costs associated with the relocation. Should

TWTC elect not pay this bill, then TWTC facilities will be removed from the site upon 30 days notice to TWTC.

8.16 RT (for DS3 Subloop):

8.16.1 TWTC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **AM-WI** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 TWTC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **AM-WI** will splice to TWTC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **AM-WI** will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **AM-WI** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **AM-WI** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 TWTC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 **AM-WI** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **AM-WI** will construct the engineering controlled splice, the ECS maybe owned by **AM-WI** or TWTC (depending on the specific arrangement) at the option of **AM-WI**.

9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at

the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

9.2.5 **AM-WI** may require a separate SCA for each remote terminal site.

9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by **AM-WI**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **AM-WI** will not begin any construction of the ECS until TWTC has provided proof that it has obtained the necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **AM-WI** will proceed with construction of the ECS upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.3 TWTC will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 TWTC may request **AM-WI** splice the existing cabling between the ECS and the SAI to TWTC's SAA facility. This facility will be "dedicated" to TWTC for subsequent subloop orders.

9.3.1.2 TWTC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 TWTC will compensate **AM-WI** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to TWTC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 TWTC may request **AM-WI** build an ECS cross-connect junction on which to terminate TWTC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **AM-WI** cabling between the ECS and the RT and/or SAI, and the inventorying of that **AM-WI** cabling.

9.3.2.3 TWTC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 TWTC will compensate **AM-WI** for the charges incurred by **AM-WI** derived from TWTC's request for the SCA.

10. PACKET SWITCHING

10.1 **AM-WI** will provide TWTC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **AM-WI** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **AM-WI** has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **AM-WI** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the **AM-WI** switch to direct all TWTC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **AM-WI** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **AM-WI.**

11.2.3 **AM-WI** will allow TWTC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When TWTC purchases ULS in **AM-WI**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by **AM-WI** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **AM-WI** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. TWTC agrees to respond to **AM-WI's** notifications regarding network congestion.

11.2.6 **AM-WI** will perform testing through ULS for TWTC in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **AM-WI** will repair and restore any **AM-WI** equipment that may adversely impact ULS.

11.2.8 **AM-WI** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 **AM-WI** will provide TWTC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **AM-WI** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At **AM-WI**'s discretion and upon not less than ninety (90) days' written notice to TWTC, **AM-WI** may elect to discontinue providing ULS or to provide ULS at market prices to TWTC serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **AM-WI** can demonstrate that, as of the date on which TWTC receives notice (the "Exception Notice Date"), **AM-WI** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **AM-WI** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **AM-WI** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to TWTC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **AM-WI** may only exercise its rights to discontinue or market-price ULS under this Section for TWTC End Users involving four or more lines.

11.2.10.1 In determining whether **AM-WI** may exercise its rights under this Section in any particular case, TWTC shall be obligated to disclose customer account detail similar to customer service records that **AM-WI** provides to TWTC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude TWTC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **AM-WI** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon TWTC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. TWTC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates.

11.5 Switch Ports

11.5.1 In **AM-WI**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – **AM-WI**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a TWTC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – **AM-WI**

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **AM-WI**.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **AM-WI** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that TWTC subscribes to for the purpose of delivering traffic from/to TWTC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **AM-WI**. ULS-ST is provided on a per ULS port basis.

12.1.2 **AM-WI** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits TWTC to access the interoffice network of **AM-WI** for the origination from and completion to the associated ULS port of End User local traffic to and from **AM-WI** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **AM-WI** switch providing that ULS port. **AM-WI** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All TWTC's local traffic between **AM-WI** switches will use Shared Transport and all local TWTC's traffic to non-**AM-WI** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **AM-WI** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 **AM-WI**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **AM-WI** network.

12.1.7 In providing ULS-ST, **AM-WI** will use the existing **AM-WI** routing tables contained in **AM-WI** switches, as **AM-WI** may change those tables from time to time including after TWTC purchases ULS-ST.

12.1.8 **AM-WI** will provide SS7 signaling on interswitch calls originating from an ULS port. TWTC will be charged for the use of the **AM-WI** signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

12.2.1 TWTC can only mix ULS-ST and custom routing within a **AM-WI** end office switch where TWTC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **AM-WI**'s ULS-ST ports in that **AM-WI** end office switch. If this custom routing for OS/DA is chosen in a given **AM-WI** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by TWTC.

12.2.2 TWTC must provide **AM-WI** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where TWTC has End Users served via ULS-ST ports. TWTC will be charged by **AM-WI** for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 **AM-WI** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by TWTC.

12.2.4 TWTC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 TWTC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by TWTC purchasing **AM-WI**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between TWTC and **AM-WI**.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 **AM-WI** will charge TWTC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 **AM-WI** will charge TWTC using **AM-WI**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **AM-WI** end office or to/from a non-**AM-WI** end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing.

12.4 Reciprocal Compensation associated with ULS-ST

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, **AM-WI** will charge TWTC using **AM-WI**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **AM-WI** end office.

12.4.3 As to ULS-ST only, TWTC will reciprocally charge **AM-WI** for interswitch local traffic originated from a **AM-WI** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 TWTC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **AM-WI** tandem switch(es) and transmission facilities, **AM-WI** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **AM-WI** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 TWTC will be charged ULS-O usage charges of use for a call originating from an TWTC ULS line port or trunk port that terminates to a **AM-WI** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 TWTC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which TWTC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 **AM-WI** will not bill ULS-T usage charges for Intraswitch calls that terminate to a TWTC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a TWTC ULS-ST port, TWTC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **AM-WI**'s shared transport network, TWTC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **AM-WI** will not be required to record and will not bill actual tandem switching usage. Rather, TWTC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a TWTC ULS-ST port, TWTC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from TWTC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a TWTC ULS-ST port, **AM-WI** will not charge originating access charges to TWTC or the IXC except that **AM-WI** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **AM-WI** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a TWTC ULS-ST port, **AM-WI** will not charge terminating access to TWTC or the IXC except that **AM-WI** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **AM-WI** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When TWTC uses an ULS-ST port to initiate an

intraLATA 800-type call, **AM-WI** will perform the appropriate database query and will route the call to terminating **AM-WI** "Success 800" subscriber. TWTC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When TWTC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **AM-WI** "Success 800" subscriber, **AM-WI** will perform the appropriate database query and route the call to the indicated IXC. TWTC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using **AM-WI** tandem, then **AM-WI** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **AM-WI** will not charge originating access charges to TWTC or the IXC except that **AM-WI** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **AM-WI** as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **AM-WI** interoffice transmission facilities dedicated to a particular TWTC that provide telecommunications between Wire Centers owned by **AM-WI**, or requesting TWTC, or between switches owned by **AM-WI** or TWTC. IOT will be provided only where such facilities exist at the time of TWTC request.

13.2 **AM-WI** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular TWTC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **AM-WI** or between a Wire Center or switch owned by **AM-WI** and a TWTC owned or provided switch.

13.3.2 **AM-WI** will provide Dedicated Transport as a point to point circuit dedicated to TWTC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **AM-WI** will provide higher speeds to TWTC as they are deployed

in the **AM-WI** network. **AM-WI** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two **AM-WI** Wire Centers.

13.3.3.2 Entrance Facility – a circuit from **AM-WI** serving Wire Center to TWTC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by TWTC and only where such interoffice facilities exist at the time of TWTC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **AM-WI** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by TWTC shall be subject to additional charges. When additional costs are incurred by **AM-WI** for TWTC specific diversity. **AM-WI** will advise TWTC of the applicable additional charges. **AM-WI** will not process the request for diversity until TWTC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until TWTC accepts the additional charges.

13.5 When requested by TWTC and only where such interoffice facilities exist at the time of TWTC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 **AM-WI** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by TWTC shall be subject to additional charges. When additional costs are incurred by **AM-WI** for TWTC specific diversity.

AM-WI will advise TWTC of the applicable additional charges. **AM-WI** will not process the request for diversity until TWTC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until TWTC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 **AM-WI** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by TWTC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

13.7.1 **AM-WI** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by TWTC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 **THIS SECTION INTENTIONALLY LEFT BLANK**

14. DARK FIBER

14.1 In **AM-WI** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. TWTC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.5.1 and 14.6.1, below.

14.2 Interoffice Dark Fiber

14.2.1 **AM-WI** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AM-WI** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AM-WI** will offer its dark fiber to TWTC when TWTC has collocation space in each **AM-WI** CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

14.3.1 **AM-WI** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AM-WI** central office and an end user customer premise.

14.4 **Sub-Loop Dark Fiber**

14.4.1 **AM-WI** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **AM-WI** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, **AM-WI** shall provide to TWTC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. TWTC agrees to pay **AM-WI** appropriate rates for the engineering and other associated costs performed when TWTC submits a request to provide a written estimate for sub-loop(s).

14.4.4 At **AM-WI** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. TWTC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **AM-WI**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. TWTC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.6 Determining Spare Fibers:

14.6.1 **AM-WI** will inventory and track spare dark fibers. Spare fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

14.6.1.3 **AM-WI** growth fibers. Fibers documented as reserved by **AM-WI** for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate **AM-WI** engineering organization will maintain records on each fiber optic cable for which TWTC's request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to TWTC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that TWTC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that TWTC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **AM-WI** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.5.1 and 14.6.1 above.)

14.7.2 If TWTC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing TWTC's specific point to point (A to Z) dark fiber requirements. When TWTC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, **AM-WI** will notify TWTC and TWTC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to TWTC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When TWTC submits the ASR, the ASR will be processed and the dark fiber facilities assigned pursuant to paragraph 14.6.2 for the charges which will be established as set forth in Appendix Pricing.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should TWTC not utilize the fiber strands subscribed to within the 12-month period following the date **AM-WI** provided the fibers, **AM-WI** may revoke TWTC's access to the dark fiber and recover those fiber facilities and return them to **AM-WI** inventory.

14.8.2 **AM-WI** may reclaim from TWTC's the right to use dark fiber, whether or not the dark fiber is being utilized by TWTC, upon twelve (12) months' written notice to TWTC. **AM-WI** will provide an alternative facility for TWTC with the same bandwidth TWTC was using prior to reclaiming the facility. **AM-WI** must also demonstrate to TWTC that the dark fiber will be needed to meet **AM-WI**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AM-WI** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. TWTC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

14.9.3 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.9.3.1 TWTC may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **AM-WI** has existing and available space in these locations.

14.9.3.2 TWTC have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, TWTC must establish

Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **AM-WI** subloop network.

14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.

14.9.3.4 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. TWTC may elect to place his cable, defined by the engineer in the design phase, that **AM-WI** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

14.10.1 **AM-WI** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. TWTC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to TWTC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **AM-WI** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AM-WI**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AM-WI**'s databases and information. **AM-WI** will provide TWTC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **AM-WI** UNE and a TWTC designated point of access as described in various sections of this Appendix, or the media between a **AM-WI** UNE and a Collocation area for the purpose of permitting TWTC to connect the **AM-WI** UNE to other UNEs or to TWTC's own facilities. Where **AM-WI** has otherwise committed to connect one UNE to another UNE on behalf of TWTC, or to leave connected one UNE to another UNE on behalf of TWTC the cross connect is the media between one **AM-WI** UNE and another **AM-WI** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 Pricing for Sections 18.3, 18.4 and 18.5 for **AM-WI** is provided as set forth in Appendix Pricing.

18.3 The applicable Loop cross connects to point of access for the purpose of TWTC combining a **AM-WI** Loop with another **AM-WI** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining. Unbundled Dedicated Transport to another **AM-WI** UNE are as follows:

18.4.1 DS-1 to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining Switch Ports to another **AM-WI** UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access

18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

18.5.6 The applicable cross connects for **AM-WI** Loop, UDT or Port UNEs are as follows:

18.5.7 2-wire

18.5.8 4-wire

18.5.9 6-wire

18.5.10 8-wire

18.5.11 DS-1

18.5.12 DS-3

18.5.13 OC-3

18.5.14 OC-12

18.5.15 OC-48

18.5.16 LT1

18.5.17 LT3

18.6 Maintenance of Elements

18.6.1 If trouble occurs with unbundled network elements provided by **AM-WI**, TWTC will first determine whether the trouble is in TWTC's own equipment and/or facilities or those of the End User. If TWTC determines the trouble is in **AM-WI**'s equipment and/or facilities, TWTC will issue a trouble report to **AM-WI**.

18.6.2 TWTC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when TWTC reports a suspected failure of a Unbundled Network Element and **AM-WI** dispatches personnel to the End User's premises or an **AM-WI** Central Office and trouble was not caused by **AM-WI**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges

will be billed at amounts equal to those contained in the applicable state tariffs.

18.6.3 TWTC shall pay Time and Material charges when **AM-WI** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **AM-WI** or in detariffed CPE provided by **AM-WI**, unless covered under a separate maintenance agreement.

18.6.4 TWTC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

18.6.5 If TWTC issues a trouble report allowing **AM-WI** access to the End User's premises and **AM-WI** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **AM-WI** personnel are dispatched. Subsequently, if **AM-WI** personnel are allowed access to the premises, these charges will still apply.

18.6.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **AM-WI** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **AM-WI** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **AM-WI** performed other than on a normally scheduled workday.

18.6.7 If TWTC requests or approves a **AM-WI** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, TWTC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

19.1 **AM-WI** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC

Docket No. 96-98 (FCC 00-183) and with **AM-WI**'s processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

20.1 **AM-WI**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions

of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.